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UNITED STATES COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

SAN LUIS OBISPO COUNTY HOMELESS UNION, a local affiliate of the CALIFORNIA HOMELESS UNION, on behalf of itself, its members and current and former residents of the Oklahoma Parking Site; DAVID RICHFORD; DAN RICHFORD; TIM McELROY; LEON SHAHOIAN; DE DURLESSER; NAOMI DE LEON; MICHAEL MAEZ; NAOMIE DeGRAW; TREVA KATHAWAY and DOES 1-50, vs. COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California; COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES, HOMELESS SERVICES DIVISION; DEVIN DRAKE, in his official capacity as Director of Social Services; MORGAN TERRELL in his official capacities as County Director of Homeless Services; JEFFREY AL-MASHAT, individually and in his official capacity as COUNTY PROGRAM MANAGER; COMMUNITY ACTION PARTNERSHIP OF SAN LUIS OBISPO COUNTY (“CAPSLO”), a non-profit County contractor; ELIZABETH STEINBERG, in her official capacity as CEO of CAPSLO; JACK LAHEY, in his official capacity as Director of Homeless Services for CAPSLO (“CAPSLO”) and DOES 1-100, Defendants

Case No.:

CIVIL RIGHTS COMPLAINT

UNITED STATES CIVIL RIGHTS ACT (42 U.S.C. § 1983); First, Fourth, Fifth, Eighth and Fourteenth Amendments to the UNITED STATES CONSTITUTION; AMERICANS WITH DISABILITIES ACT (42 U.S.C. § 12132). ARTICLES 1, §§ 1 and 7 of the CALIFORNIA STATE CONSTITUTION.

DEMAND FOR JURY TRIAL

1 INTRODUCTION

2

3 1. The County of San Luis Obispo is wrongfully exiting plaintiffs, including leading
4 members of the San Luis Obispo County Homeless Union, from the Oklahoma Avenue Safe
5 Parking Site, a lot near the County Jail previously designated in 2021 for persons living in trailers
6 and RV's after the County, the cities of San Luis Obispo, Los Osos, Oceana and other towns in SLO
7 County began aggressively enforcing ordinances prohibiting recreational vehicles serving as human
8 habitations.

9 2. Subsequently, in August of 2021, recognizing its own self-created “vehicular
10 homeless” crisis, the County established the Kansas Avenue Safe Parking (later to be renamed
11 “Oklahoma Avenue Safe Parking Village”) across the highway from the County Jail and the San
12 Luis Obispo Men’s Colony prison. The County made numerous official statements at its website
13 and in the media declaring that those who came to the site would be provided with the resources and
14 direct assistance to obtain permanent housing. As quoted in a June, 2023 Civil Grand Jury report,
15 the County’s “Mission Statement” declared *“The Oklahoma Parking Site provides a temporary,
16 safe, and sanitary space for vehicle-residing individuals and families to diligently engage with case
17 managers and work toward brighter futures by acquiring housing solutions.”* (Report of the San
18 Luis Obispo County Civil Grand Jury Report on the Oklahoma Safe Parking Village, June 12, 2023.
19 (Emphasis added.)

20 3. On January 11, 2022 the County of San Luis Obispo and the Community Action
21 Partnership of San Luis Obispo (CAPSLO) entered into a contract regarding services for the
22 Oklahoma Avenue Parking Village program. CAPSLO was the sole respondent under a Request for
23 Proposal process. The Board of Supervisors reallocated \$163,298 to the "project," to prevent,
24 prepare for, and respond to the coronavirus. The term of the agreement ended on December 31,
25 2022. The contract was not been formally renewed, but CAPSLO continues to be at the site,

1 ostensibly to provide housing assistance and other services but, in reality, as discussed *infra*,
2 CAPSLO is now assisting the County in its rush to push Plaintiffs out of the site so it can be closed.
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4 4. The aforementioned report of the SLO County Grand Jury found that the County and
5 its contractor, the Community Action Partnership of San Luis Obispo (“CAPSLO”) had provided
6 effective housing assistance to only 17 people out of almost 100 original residents and caused the
7 Safe Parking program to fail. The same report stated: “To better understand the work of CAPSLO at
8 the Site, the Jury also requested information about CAPSLO’s activities, actions, and outcomes.
9 Specifically, the Jury requested copies of all data provided quarterly by CAPSLO to DSS in
10 accordance with the case management contract. Although the Jury requested this documentation
11 from DSS and from CAPSLO, the quarterly reports were not provided by either party and no
12 explanation was given.”

13 5. As detailed in the Grand Jury’s report of June, 2023, neither the County nor its
14 contractor Community Action Partnership of San Luis Obispo County (“CAPSLO”) delivered on
15 promises to residents and failed to comply with federally-mandated due process protections owed to
16 site residents who were exited on the basis of false charges of misconduct. As the Grand Jury would
17 later find, the County failed to provide sufficient routine sanitation and maintenance services,
18 adequate security, and, most importantly, any demonstrable evidence that either it or its contractor
19 CAPSLO was making determined efforts to locate alternative housing for the residents.

20 6. In response, in November, 2022, residents formed the San Luis Obispo County
21 Homeless Union, an affiliated local of the California Homeless Union/Statewide Organizing
22 Council. The Union organized security, food programs and representation for residents faced with
23 arbitrary, unjust adverse actions perpetrated by Defendant County Program Manager Jeffrey Al-
24 Mashat, who also functioned as on-site manager of the program. Union members drafted a set of
25 demands and appearing at meetings of the SLO County Board of Supervisors and attracting the
26 attention of local media.
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1 7. For its part, the County wasted no time retaliating against the residents for their
 2 exercise of their first amendment right of association. Al-Mashat promptly evicted Union president
 3 Nick Watson on trumped-up charges of misconduct for which no formal investigation was
 4 conducted and no due process provided. Security guards threatened residents with eviction if they
 5 attended Union meetings which were routinely surveilled by County and CAPSLO personnel.

6 8. In February, 2023, in large part due to the fallout of the Civil Grand Jury report, the
 7 County announced its intention to close the Site, which had been renamed Oklahoma Village Safe
 8 Parking Site. Over the next six months, some in frustration having received no housing assistance,
 9 some fearing harm as security guards and County personnel permitted known drug dealers to be on
 10 the site, some who were able to find housing on their own or who owned drivable vehicles and were
 11 tired of the routine harassment, particularly from site manager Jeffrey Al-Mashat and some ejected
 12 based on false allegations of misconduct and Al-Mashat's refusal to provide any due process or
 13 listen to witnesses for the accused resident.

14 9. Finally, in October, 2023, the County began imposing unconscionable contracts of
 15 adhesion misleadingly labeled "Relocation Assistance Agreements," discussed more fully below on
 16 the remaining residents.

17 10. Most recently, on December 7, 2023, eight individual resident Union members -
 18 Treva Kathaway, Dan Richford, Naomie DeGraw, De Durlessier, Glen Zinn, Naomi deLeon, Jamie
 19 Arnold and Anthony Foster - were served with letters from Devin Drake, Director of Social
 20 Services for SLO County, advising the recipients that they had until December 15, 2023 to leave the
 21 site or be regarded as trespassers.¹ As stated in the letters, the justification for the County's decision
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23 24
 25 26 ¹ Since the Union attorney intervened and talks were held with County counsel, the deadline to exit the recipients of the
 27 December 7 letters has been pushed back several times, most recently to February 2, 2024. However, the County has
 28 rejected the Union's proposal to suspend the evictions until an interim agreement and a process for providing residents
 with alternative housing arrangements can be reached and because there have been no further extensions, those who
 received the "exit" letters will be removed in less than two weeks. None of them have drivable vehicles or been
 provided with any safe place to go.

1 is that each targeted resident “did not consider and/or pursue the prospective housing placements
2 made available to you by service providers[.]”

3 11. In fact, the “housing placements” that each resident was said to have failed “to
4 pursu[e] with the necessary level of diligence and cooperation” were temporary shelters and other
5 falsely described “pathways to permanent housing” that were either never offered at all, illusory,
6 unaffordable, non-accessible, closed, full to capacity, located at distances that would make it
7 impossible to remain at their current employment or still under construction such as the Pismo
8 Terrace apartments, which are still under construction and for which no occupancy date has been
9 announced.

10 12. Thus, rather than intensify efforts to find housing for those to whom it was promised,
11 now faced with the imminent closure of the Safe Parking Site, the County has instead decided to
12 close the site, eject some two dozen, mostly elderly persons with disabilities and confiscate their
13 mostly non-working vehicles. No plaintiff has been provided accessible, safe and appropriate
14 shelter or housing by the County which is falsely accusing them of failing to “cooperate” and show
15 “diligence” in pursuing “offers” which, as described in detail below, either do not exist, would place
16 the ejected residents in more dangerous, even life-threatening circumstances, or result in the loss of
17 their vehicles which would mean and *has* meant for some, already, exile into the streets and rural
18 areas of the County where, as conceded by the County, itself, they will be at an increased risk of
19 great bodily harm and death.

20 13. It is undisputed that San Luis Obispo County does not have sufficient shelter beds to
21 accommodate its unsheltered homeless residents. Accordingly, as the winter of 2023-24 got
22 underway the County declared a winter shelter emergency. in a county where residents and former
23 residents, including plaintiffs, describe “40 Prado” the County’s largest mass congregant shelter
24 operated by CAPSLO evidence shows overcrowding, health risks, and lack of safety measures at
25 CAPSLO’s “40 Prado Homeless Assistance Center,” the County’s largest shelter, and where the
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1 "offers" of "pathways to housing" made by the County to plaintiffs are either non-existent,
2 unaffordable, inaccessible or would entail increased risks of physical and psychiatric harm.
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4 14. No plaintiff has been offered or provided accessible, safe and appropriate shelter or
5 housing by the County which is falsely accusing them of failing to "cooperate" and show
6 "diligence" in pursuing offers of "pathways to housing" which either do not exist, would place them
7 in more dangerous circumstances, or result in the loss of their vehicles and exile into the homeless
8 streets and rural areas of the County where they will be at an increased risk of great bodily harm and
9 death. Accordingly, plaintiffs now seek immediate relief from this Court.
10

JURISDICTION AND VENUE

11 15. This Court has jurisdiction based on 28 U.S.C. §§ 1331 and 1333, 42 U.S.C. § 12132
12 and 42 U.S.C. § 1983, because Plaintiffs' claims are brought under the laws and Constitution of the
13 United States. This Court has supplemental jurisdiction over Plaintiffs' state law claims, arise out of
14 a common nucleus of operative facts, and form part of the same case or controversy as Plaintiffs'
15 federal claims.
16

17 16. Venue is proper in the Central District of California under 28 U.S.C. § 1331(b)
18 because all the events and omissions giving rise to the claims occurred or will occur in the Central
19 District, and all defendants are located in the Central District, in the Western Division, in San Luis
20 Obispo County. C.D. Cal. L. R. 83-1.1. .
21

22 17. This is an action for violation of civil rights and for injunctive relief and declaratory
23 judgment pursuant to 42 USC Section 1983 and F.R. Civ. P. 23(b)(2) based upon ongoing
24 violations of rights belonging to persons living at the Oklahoma Safe Parking Site guaranteed by the
25 First, Fourth, and Fourteenth Amendments of The Constitution of the United States of America and
26 Article I, Section 1 of the California Constitution which defines "safety" as one of expressly
27 provided rights described as "inalienable."
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PARTIES

Plaintiffs

18. **San Luis Obispo County Homeless Union** (hereinafter “SLOHU” or “the Union) is an affiliated local of the California Homeless Union/Statewide Organizing Council. The Union is an unincorporated association of unhoused and marginally housed persons which organizes, represents, advocates for and provides services to its members and the broader homeless community.

19. SLOHU was formed two years ago by residents of the County-operated Kansas Safe Parking Site (later called “Oklahoma Parking Site”), a vacant lot in an unincorporated area of San Luis Obispo County upon which individuals and families living in recreational vehicles were allowed to remain while the County and CAPSLO ostensibly assisted them in finding durable, permanent alternative housing or other locations where they and their vehicular homes would be safe.

20. The Union organized security, food programs and representation for residents faced with arbitrary, unjust evictions and other adverse actions perpetrated by Defendant County Program Manager JEFFREY AL-MASHAT, who also functioned as on-site manager of the program. Union members drafted a set of demands and began appearing at meetings of the SLO County Board of Supervisors and attracting the attention of local media.

21. The response of the County to the formation of the Union was swift, hostile and heavy-handed. It’s first president, site resident Nicholas Watson who lived in his trailer with his wife and two small children, was falsely accused by Defendant AL-MASHAT of being involved in a fight and, without any formal investigation or due process as required under _____ CFR _____, was ejected from the site. The ejection of Nick Watson had a powerful chilling effect on the Union. Security guards, County employees and CAPSLO workers on site began a campaign of intimidation that ranged from making derogatory comments about the Union to telling residents “you have no rights” to surveilling Union meetings and planting informers, barring Union legal counsel from

1 entering the site and threatening residents that they would be exited if they joined the Union or
2 attended Union meetings. For months, these tactics effectively crippled the Union and forced it
3 divert resources to defending targeted leaders and the wrongful ejection of dozens of site residents
4 has had the effect of geographically scattering and separating Union members making it difficult to
5 convene meetings and otherwise advocate for its members and the broader homeless community in
6 San Luis Obispo County. Only now, in the face of the announced closing of the site, has the
7 diminished, but still persevering Union been able to rebuild.
8

9 22. Plaintiff **David Richford**, 61, resided at the Safe Parking Site from its inception in
10 2021 in a fifth-wheel (non-drivable) trailer. As is well-known to the County, Mr. Richford suffers
11 from chronic obstructive pulmonary disease (COPD) and depends on an assisted breathing device
12 which he carries with him at all times.

13 23. On or about October 31, 2023, shortly after the County began imposing “Relocation
14 Assistance Plans” on residents targeted for removal from the site, Mr. Richford was hospitalized for
15 injuries sustained in a traffic accident. But while still recovering, he was informed that he would not
16 be allowed to return to the Safe Parking Site on the orders of Defendant Site Manager JEFFREY
17 AL-MASHAT due to the aggravation of Mr. Richford’s respiratory condition for which AL-
18 MASHAT refused to provide disability accommodations. The County neither offered nor provided
19 any alternative housing, nor allowed him to retrieve his trailer which remained at the site for almost
20 three months and now insists that Mr. Richford is now “safer” in a house belonging to a family
21 member despite the pervasive presence of smoke, dirt and dust in the air along with other unsanitary
22 condition which have further aggravated his COPD and has resulted in repeated returns to the
23 hospital.
24

25 24. While he was initially hospitalized following the motorcycle accident, CAPSLO
26 caseworker Lauren Cook visited Mr. Richford and later, in an email dated November 27, 2023 sent
27 to Jeff Al-Mashat, wrote “In talking with Dave, he is very stressed about needing to move his trailer
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1 off the site by Thursday, 11/30. I reassured him that this is something I would help him figure out,
2 and he should focus on resting and healing.” However, only days after Homeless Union legal
3 counsel Anthony Prince wrote County counsel protesting Mr. Richford’s expulsion from the site,
4 the County - with no notice whatsoever to Mr. Richford - had the trailer seized, towed and stored by
5 “Johnboys Towing Co” miles away in the town of Oceana. Days later, Plaintiff David Richford
6 received a letter notifying him that a lien had been place on his trailer, that he owed \$945, so far,
7 that storage fees in the amount of \$125 per day would continue to accrue and if a lien sale took
8 place, Mr. Richford would be responsible to pay the entire amount due, estimated to be \$5,695.00.
9
10 The letter caused Mr. Richford to panic, aggravating his COPD and bringing on an acute respiratory
11 constriction and a coughing spell that made it difficult to breathe. It was only hours later that he
12 was even able to contact counsel for the Union.

13 25. After the Union intervened, the County agreed to bear the costs of towing and
14 storage, but only for 90 days and without offering any other location where Mr. Richford can
15 legally park his trailer – which is undrivable – without being again ticketed, towed and impounded.
16 Thus, for all intents and purposes, Mr. Richford has lost his home and his “choice” is to either
17 remain indoors in an environment of dust and dirt that is worsening his COPD or, deprived of his
18 trailer, become homeless on the streets and backroads of the County where the cold and wet winter
19 weather will seriously aggravate his COPD which could become life-threatening.
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21 26. Plaintiff **De Durlessor** is a 54-year old female who grew up in San Luis Obispo and
22 has resided at the Oklahoma Parking Site for one year. She lives in a tow hauler and has worked
23 many years as a baker of gourmet chocolate but lost her business during the COVID-19 pandemic.
24 Shortly thereafter, she lost her house and suffers from severe scoliosis, a spinal deformity. She also
25 suffers from severe arthritis and has difficulty walking due to a bone graft on her hip.
26

27 27. As a resident of the Oklahoma site, Ms. Durlessor has been able to be safe from a
28 documented stalker who has committed acts of violence and, more recently, made death threats

1 against De and her mother of which both County and City of San Luis Obispo law enforcement
2 have been made aware. If she is forced to leave the site, she will be immediately placed at increased
3 risk of harm.

4 28. On December 7th Defendant Devin Drake, Director of County Social Services,
5 served a letter on M. Durlesser notifying her that she would be evicted on December 15th at 1:00pm.
6 The Homeless Union was able to get several extensions of this deadline, but the County now plans
7 to remove us on February 2, 2024, only days from now. The reasons provided for her imminent
8 eviction was her alleged failure to pursue “pathways to housing” including applying for General
9 Assistance, which, in fact, she had and was only awaiting required additional documentation from
10 her physician; going to Hope Village, which has no housing whatsoever and “exists” only as a
11 fundraising campaign; or going to the overcrowded, unsanitary and unsafe CAPSLO-operated “40
12 Prado” mass congregant shelter where she would be allowed to stay for only 90 days and would not
13 be able to park—and therefore, ultimately lose, her RV. She has not been given an opportunity to
14 appeal the decision to exit her from the site.
15

16 29. Plaintiff **Michael Maez** is a 63-year old hotel worker and the president of the San
17 Luis Obispo County Homeless Union who has resided since it was opened in 2021. He suffers from
18 a vision disability that prevents him from driving at night and, therefore, given his assigned hotel
19 shift, must remain close to the City of San Luis Obispo.
20

21 30. In November, 2022, Mr. Maez became one of the principal organizers and a high-
22 profile leader of the San Luis Obispo County Homeless Union. As such, Mr. Maez witnessed first-
23 hand how the County intimidated and threatened the residents who dared to join together. For
24 example, in advance of a planned visit to the site by Union attorney Anthony Prince, and
25 anticipating interference by County personnel, Plaintiff Maez circulated a sign-up sheet on which
26 all persons wishing to meet with Mr. Prince signed their names. But before he arrived, site security
27 guards systematically knocked on every trailer door, threatening residents with removal from the
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1 site if they dared attend the meeting and, indeed, only a handful showed up. Nevertheless, and
2 despite the intimidation, Mr. Maez and other Union leaders have persisted as the prosecution of this
3 lawsuit clearly shows.

4 31. Over the two and half years that he has been at the site, neither the County nor CAPSLO
5 has ever assisted Mr. Maez in obtaining alternative housing or providing a campground where he
6 could remain for any significant amount of time. He has called numerous County and State-operated
7 RV campgrounds and learned that they are all either full or unaffordable. In addition, County
8 campgrounds require parkers to leave after 28 days of continuous occupancy and will not permit
9 relocation to any other County campground until another 28 days have elapsed.

10 32. In October, 2023, Plaintiff Maez was made to sign a “Relocation Assistance Plan” which
11 would provide him with a voucher worth \$1,000 and require him to leave the site but which
12 provided no alternative housing arrangements, let alone any that would facilitate his ability to
13 remain in the area so as to retain his employment. If Mr. Maez and his wife are exited from the
14 Oklahoma site, there will be nowhere for he and his wife to legally park their trailer without the risk
15 of its being towed.

16 33. Plaintiff **Treva Kathaway** is a disabled 65-year-old female who works as a
17 caregiver and caretaker for vacation rentals and in local hotels. She has been living in a 5th wheel
18 trailer at the Oklahoma Avenue Parking Village for the last 2 and a half years. The trailer requires a
19 fifth wheel hitch to tow. If she is exited from the Site she will be unable to afford to hire a person to
20 move the trailer in order to avoid ticketing and towing and will become homeless.

21 34. On December 7, 2023, she was served with a letter signed by Devin Drake, Director
22 of Social Services for San Luis Obispo County notifying her that she would be “exited” from the
23 site seven days later for failing to “cooperate” and “show diligence” pursuing three “pathways to
24 housing” that the County claims were offered; specifically, “a private property to park your trailer

1 in Santa Margarita," "A private property to park your trailer in Nipomo" and "Entry into the 90-Day
2 Program at CAPSLO 40 Prado, a mass congregant homeless shelter."

3 35. However as she explained to "Melissa" (last name unknown) a case worker for
4 Defendant CAPSLO, all three of these options would put her in a worse position because: 1) the
5 private property in Santa Margarita, 20 miles from San Luis Obispo, is located on a steep hill in a
6 fire area where there is no cell phone reception and, therefore, would she could not summon help in
7 an emergency; 2) the owners of the property, who do not live there, did not allow any visitors and
8 thereby deprive her of the assistance she needs; 3) the 40 Prado shelter will not allow her RV on
9 site, would limit her stay to 90 days and is infamous for overcrowding, unsanitary and unsafe
10 conditions. With regard to relocating her trailer 30 miles away to a private property in Nipomo, her
11 fixed income would make it impossible for her to pay the parking fees of close to \$1,000 per month.
12 She has no place to go and if the Oklahoma Site is closed she will lose her trailer and be in the
13 streets.

14 36. Plaintiff **Tim McElroy** had been living with two other persons, Leon Shahoian and
15 Brittany Anderson in a non-drivable fifth wheel trailer at the Oklahoma Site for about a year when,
16 in October, 2023, he attended a meeting at which Defendant Jeffrey Al-Mashat, Program Manager
17 for SLO County informed him that they had until January 15, 2024 to leave the site but that
18 everyone would be able to "access new shelter opportunities" and that the County would help pay
19 for housing.

20 37. However, in mid-November, Defendant JEFF AL-MASHAT came to his trailer
21 without any warning and told them they had to leave within an hour. They had received no prior
22 notice, nor were provided an explanation or opportunity to appeal the decision to be removed. He
23 packed as much as he could into a small storage container which he was told would be stored for 90
24 days. However, when he returned 30 days later to retrieve his belongings, he discovered that
25 everything in the storage container had been thrown out. Currently, Mr. McElroy, like his former
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1 RV roommate Leon Shahoian, is surviving out of sleeping bags and his backpack on the streets of San
2 Luis Obispo. He cannot use a tent because the City of San Luis Obispo prohibits their use in public
3 spaces. His health has seriously deteriorated since leaving Oklahoma Site.

4 38. Most recently, Mr. McElroy sustained an injury to his arm due to living on the street.
5 With no access to showers or hygiene facilities—which exist at the Oklahoma Site, he has been
6 unable to properly clean and keep dry the wound which has now become infected with a severe case
7 of cellulitis causing extreme pain for which he had to go to the emergency room where he was
8 prescribed an intensive regimen of antibiotics.
9

10 39. Plaintiff **Terry Stagliano** has lived at the site for two years. She stays in a 1986
11 Winnebago which is not working and requires a new carburetor which CAPSLO staff promised to
12 replace three months ago but to date has not. In October 2023 she was made to sign a letter
13 indicating that she “agreed” to leave the site by January 15, 2024 in “exchange” for receiving a gift
14 card on the day she leaves for “up to \$1,000” in value for “relocation needs such as fuel, hotel stays,
15 security deposits down payments or rent.” However, as she informed CAPSLO, she is currently on
16 a list of current Oklahoma site residents who have applied for, but not yet been approved for units at
17 Pismo Terrace, an apartment complex that is still under construction with no specific ready for
18 occupancy date provided.
19

20 40. Plaintiff Stagliano has osteoarthritis in both knees, cannot walk without using a
21 walker and a cane and does not have a car or any other mode of transportation. Other than a weekly
22 food giveaway at the Oklahoma site, she is completely dependent on her daughter to go to the
23 doctor, get prescriptions filled, go to the store or look for an affordable apartment, since CAPSLO
24 has failed to help her locate or provide any assistance with housing. She remains at the site, living in
25 her trailer, beyond the “agreed-upon” exit date of January 15, 2024 and, therefore, subject to
26 immediate removal or arrest as a trespasser, per the terms of the unconscionable contract of
27 adhesion she was made to sign. If she is forced to leave, she will be unable to have the use of her
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1 trailer, which the County will tow away, and will have nowhere to go and the exposure to the cold
2 and wet winter weather will severely aggravate her osteoarthritis, especially in her joints making it
3 virtually for her to walk at all.

4 41. Plaintiff **Leon Shahoian** is a construction worker who resided for one year at the
5 Oklahoma site in a fifth wheel trailer he shared with Tim McAvoy and another resident. In October,
6 2023, he was present at a general meeting of the residents during which County Program Manager
7 Jeffrey Al-Mashat announced that the site was closing but that all residents would be able to access
8 new housing opportunities.
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10 42. However, one month later in mid-November, Al-Mashat came to his trailer and
11 without any warning ordered him to leave within one hour. He was unable to retrieve all but a few
12 possessions from the trailer which was then towed to the back of the property where it remained
13 until Brittany Anderson, who remained in the trailer, was herself exited from the site. Unable to rest
14 and becoming exhausted trying to survive on the streets, he was fired from his job as a gas station
15 attendant after falling asleep on the job and was denied unemployment compensation.
16

17 43. Deprived of the tools of his trade with him, which he was not permitted to retrieve
18 from the trailer despite repeated attempts to secure permission to do so, he was finally permitted to
19 access a storage container only to realize that all of his personal property, including the tools, had
20 been thrown out. Currently, he walks four miles a day to get food, water and to find a bathroom.
21 Stores and resources in San Luis Obispo are very spread out, and there is little public transportation
22 available. He lives in a sleeping bag and out of his backpack lacking even a tent because they are
23 prohibited by the City of San Luis Obispo. I don't even have a tent because the City of San Luis
24 Obispo prohibits tents which are routinely seized as soon as they are spotted by local police.
25

26 44. Plaintiff **Dan Richford** is a 63 year-old former forklift operator, warehouse worker,
27 handyman and founding member of the San Luis Obispo County Homeless Union who suffers from
28 severe arthritis and hip dysplasia. His only income is General Assistance which pays \$351 a month.

1 He has lived in his tow-behind trailer at the Oklahoma Avenue Safe Parking Site for over two years
2 and in that entire time case managers from CAPSLO have met with him only two times and at no
3 time has he ever been offered, provided with or assisted in obtaining affordable housing of any
4 kind.

5 45. On December 7th 2023 Defendant JEFFREY AL-MASHAT served him with a letter
6 from DEVIN DRAKE, Director of Social Services for SLO County stating that he would be
7 “exited” seven days later because he had “failed to cooperate” with efforts to place him in a mass
8 congregant homeless shelter operated by CAPSLO known as “40 Prado.” CAPSLO will not permit
9 him to bring a specialized orthopedic mattress without which he would be unable to sleep due to his
10 disabilities.

12 46. Over the last two years he has performed voluntary services for his fellow residents
13 including fixing broken showers, making repairs to trailers and operating a Food Pantry. He has no
14 vehicle to tow his trailer, and it will almost certainly be impounded if he is exited from the site and
15 he will become homeless. He will also be deprived of the tools of his trade and an accessible place
16 to store them and will therefore be unable to earn money. On the street, the cold and rain will
17 aggravate his arthritis and make it almost impossible for him to walk.

19 47. Plaintiff **Naomi DeGraw** is a 54-year year old woman with who grew up in San Luis
20 Obispo who has lived in her trailer at the Oklahoma Avenue Parking Village for over a year.
21 Previously, her non-drivable trailer was impounded by the County and she had to pay nearly every
22 penny she had to retrieve it. The County also took her automobile, which she was not able to
23 retrieve. She had to move into the Oklahoma Avenue Parking Village to avoid getting her trailer,
24 which serves as her home, impounded.

26 48. She had a small business that dried up during the COVID-19 pandemic and lost the
27 house she once lived in. She broke her back at age 14 and suffers from scoliosis which required the
28 implantation of a Harrington rod which broke in 2005 but cannot be removed. She also suffers from

1 severe arthritis and the effects of a bone graft on her hip. Ms. DeGraw is also the victim of a local
2 stalker who has abused both her and her mother and from whom she has been protected by being in
3 her trailer at the Safe Parking Site.

4 49. When she first came to the site, she was told that she would be connected to housing
5 but instead has been shuffled between four different CAPSLO case workers, none of whom have
6 provided any housing assistance. On December 7, 2023 she received a letter from Devin Drake
7 stating that she would be evicted on December 15th at 1:00pm. (Because the Homeless Union
8 attorney became involved, the County pushed the exit date for her and seven others who received
9 the letters to January 5, 2024 and then again, to February 2, 2024. However, most recently the
10 County has rejected the Homeless Union's request for another extension.)

12 50. The "exit" letter gave as the reason for the decision to evict her the reason failure to
13 apply for General Assistance, but, in fact, she has applied and is currently waiting for her doctor to
14 fill out required forms. She was also accused of not pursuing housing at "Hope's Village" but in
15 fact, Hope Village, is nothing more than a fundraising campaign for "tiny homes" and currently has
16 no housing whatsoever to offer.

18 51. Finally, Ms. DeGraw was charged with refusing to go to "40 Prado," a "low barrier"
19 mass congregant homeless shelter that limits stays to 90 days, does not have space for her trailer
20 and is overcrowded, unsanitary and where the admission requirements are so lax that she fears
21 that her stalker could find her there. If the Safe Parking Site is allowed to close, she will lose
22 everything and become homeless.

24 Defendants

25 52. Defendant **County of San Luis Obispo ("SLO County" or "County")** is a political
26 subdivision of the State of California, existing under the laws of the State of California with
27 capacity to sue and be sued.

1 53. Defendant **Derek Drake** is the Director of Social Services for the County of San
 2 Luis Obispo. He is sued in his official capacity.

3 54. Drake was the author of at least eight letters dated December 7, 2023 notifying
 4 residents falsely alleging their failure to “cooperate” or show “diligence” in pursuing “pathways to
 5 housing” and notifying them that they must exit the site seven days later on December 15, 2023.
 6 Although the letters advised that the recipients could “contact your case manager or a County
 7 representative directly” with “any questions or concerns,”

8 55. Drake failed to reply or even acknowledge a letter sent to him, at Drake’s request,
 9 Union counsel Anthony D. Prince listing the residents’ concerns and requesting evidence of the
 10 residents’ alleged “lack of cooperation.” Although the original December 15 deadline has been
 11 extended several times, the County has now set February 2, 2024 as the firm date by which all eight
 12 recipients must leave the site or face arrest as trespassers.

14 56. Defendant **Community Action Partnership of San Luis Obispo** (“CAPSLO”)
 15 CAPSLO is a nonprofit agency that describes itself as “helping people and changing lives through
 16 serving over 26,000 persons across Central and Southern California, the majority of whom live in
 17 San Luis Obispo County” with a focus that ostensibly includes “addressing barriers to safe,
 18 affordable housing and basic needs.” As a contractor under the supervision of and working in
 19 collaboration with the County, employees of CAPSLO act as agents for the County, failing to
 20 provide genuine housing assistance, providing false information to the County to justify the removal
 21 of Plaintiffs and in exerting pressure on Plaintiffs to leave the site.

23 57. In a June, 2023, report on its investigation of the Oklahoma Safe Parking Site, the
 24 San Luis Obispo County Civil Grand Jury had this, among other things, to say about CAPSLO:

26 “To better understand the work of CAPSLO at the Site, the Jury also requested information
 27 about CAPSLO’s activities, actions, and outcomes. Specifically, the Jury requested copies of
 28 all data provided quarterly by CAPSLO to DSS [County Department of Social Services] in
 accordance with the case management contract. Although the Jury requested this

1 documentation from DSS and from CAPSLO, **the quarterly reports were not provided by**
2 **either party and no explanation was given.”**

3
4 --Report of the Civil Grand Jury, June, 2023 (Emphasis added.)
5
6

7 58. Defendant **Elizabeth Steinberg** is the Chief Executive Officer of CAPSLO. She is
8 sued in her official capacity.

9 59. Defendant **Jack Lehay** is the Director of Homeless Services for CAPSLO. He is
10 sued in his official capacity.

11 60. Defendant **Jeffrey Al-Mashat** is the Program Manager for CAPSLO and Site
12 Manager for the Oklahoma Safe Parking Site. He is sued individually and in his official capacity.

13 12 **FACTUAL ALLEGATIONS**

14 61. In a report issued in June of 2023, concerning the Oklahoma Safe Parking Site, a San
15 Luis Obispo County Civil Grand Jury observed that “[o]ne of the fastest growing segments of the
16 homeless population has been the number of individuals and households living in vehicles. Job
17 loss, major medical expenses, eviction, and escaping from domestic violence are some of the
18 many reasons that can lead to life in this precarious form of shelter. This trend is not limited to
19 California cities, but is seen in suburban and rural communities, including San Luis Obispo
County.”

20 62. The Grand Jury noted that according to the annual “Point in Time” count of
21 February, 2022, 370 persons, approximately 25% of the County’s 1,448 homeless, were living
22 their vehicles, concluding that “vehicular homelessness is an acute issue in San Luis Obispo
23 County.” The County and nearly all cities within SLO County have “met” this crisis by outlawing
24 the presence of recreational and other vehicles in which otherwise homeless families and
25 individuals reside with grievous civil and criminal penalties.

26 63. This prohibition applies to all public property within unincorporated San Luis
27 Obispo County under Ordinance 3460, and permits the County to imposed fines and to seize people’s
28

vehicular domiciles if the “(1) contains a person or persons sleeping therein, or (2) contains bedding arranged for the purpose of, or in such a way as will permit, the occupants thereof to remain overnight shall be deemed a violation of this section. This prohibition is extended to a number of coastal communities as well including but not limited to the City of San Luis Obispo, the Town of Cayucos, the Town of Oceana and the Town of Los Osos.

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64. As a result of these measures, scores of RV's have been seized, towed, stored and irretrievably lost to their former residents which, in turn, has led to a dramatic increase in the number of unsheltered persons on the streets and in the rural areas of the County. RV bans in the smaller towns pushed those still living in their RV's and those who had lost their vehicular homes into the City of San Luis Obispo proper, adding to the pressure on the County do find an out-of-the way location where RV dwellers could safely park.

Creation of the Kansas Avenue Safe Parking Site

65. In 2021, San Luis Obispo County allocated \$500,000 to the County Administrative Office “CAO” to open a safe parking site and make it available to the County’s vehicular homeless population. The County then designated a County-owned vacant lot at the corner of Kansas Avenue and Oklahoma Avenue across the road from a Sheriffs sub-station, the County Jail and the California Mens Colony state prison.

66. The CAO awarded the contract to CAPSLO to operate the County-owned lot for residents to live in. The United States Department of Housing and Urban Development (“HUD”) awarded certain Emergency Solutions Grant (“ESG”) entitlement program funds (Catalog of Federal Domestic Assistance #14.231) to San Luis Obispo County. The County used ESG funding to establish a 24 hour/ 7 day a week safe parking site located at Kansas Avenue, and the Community Action Partnership of San Luis Obispo (“CAPSLO”) was contracted as a subrecipient.

67. Code of Federal Regulations governing the ESG which include, *inter alia*, the right of persons receiving services to appeal any adverse action resulting in the termination of such

1 services as set forth in 24 C.F.R. §576 which requires “written notice to the program participant
 2 containing a clear statement of the reasons for the termination [and] a review of the decision, in
 3 which the program participant is given the opportunity to present written or oral objections before a
 4 person other than the person (or a subordinate of that person) who made or approve the termination
 5 decision.”

6 68. However, over the entire life of the Oklahoma Site, up to the filing of this lawsuit,
 7 not a single one of the many residents who were exited based on allegations of misconduct or
 8 failure to cooperate with efforts to obtain housing was ever given an opportunity to appeal the
 9 decision to terminate services and remove them and their non-drivable trailers from the site.

11 69. After minimal site preparation, Kansas Avenue Safe Parking (as the program was
 12 originally named) was opened in August 2021. RV dwellers who came to the site were made to sign
 13 an “Agreement” that contained a broad and facially unconscionable waiver releasing the County
 14 from all liability for any actions taken by the County or any harms to the residents arising from their
 15 residency. The “Agreement” made no reference to the statutory right to appeal the discontinuance of
 16 any service as set forth in 24 C.F.R. §576 and, was thereby, *void ab initio* as an unconscionable and
 17 fraudulent contract of adhesion.²

20 2 As discussed in *Tunkl v. Regents of University of California*, 60 Cal.2d 92, 32 Cal. Rptr. 33, 383 P.2d 441
 21 (Cal. 1963), Cal Civ Code § 1668 states that “All contracts which have for their object, directly or indirectly, to exempt
 22 any one from responsibility for his own fraud, or willful injury to the person or property of another, or violation of law,
 23 whether willful or negligent, are against the policy of the law. When applied to public services, the *Tunkle* court
 24 explained that public services generally cannot create exculpatory clauses for damages caused by their negligent acts.
 25 The court explained:

26 “As a result of the essential nature of the service, in the economic setting of the transaction, the party invoking
 27 exculpation possesses a decisive advantage of bargaining strength against any member of the public who seeks
 28 his services... In insisting that the patient accept the provision of waiver in the contract, the hospital certainly
 29 exercises a decisive advantage in bargaining. The would-be patient is in no position to reject the proffered
 30 agreement, to bargain with the hospital, or in lieu of agreement to find another hospital. The admission room of
 31 a hospital contains no bargaining table where, as in a private business transaction, the parties can debate the
 32 terms of their contract. As a result, we cannot but conclude that the instant agreement manifested the
 33 characteristics of the so-called adhesion contract.”

34 In the case at hand, there was no substantive bargaining opportunity for these proffered contracts. The contract was
 35 related to a public service, which was essential to the lives of Plaintiffs. The contracts included exculpatory clauses,
 36 *Complaint for Civil Rights*

The Contract Between SLO County and CAPSLO

70. On January 11, 2022 the County of San Luis Obispo and Community Action Partnership of San Luis Obispo (“CAPSLO”) entered into a contract to provide housing assistance services.

71. Community Action Partnership of San Luis Obispo County "CAPSLO" is a local private and public non-profit organization that carries out the Community Action Program (CAP), which was founded by the 1964 Federal Economic Opportunity Act. CAPSLO is one of the largest non-profits on the Central Coast with annual receipts of \$75,600,730. CAPSLO receives the majority of their funding from federal, county and city government awards and grants.

72. This contract was a contract to CAPSLO as a subcontractor for federal block grant to the County from United State Department of Housing and Urban Development (“HUD”). HUD awarded the county an Emergency Solutions Grant (“ESG”) entitlement program funds (Catalog of Federal Domestic Assistance #14.231) governed by 24 C.F.R. §576, et. seq. Safe parking was defined by the County "as a transition space so that individuals using the program can make plans, arrangements and steps toward permanent housing. Case management is a key component of achieving permanent housing." The County also promised to participants entering the program that "Case managers will be available to transition individuals towards appropriate resources and/or into permanent housing and shelter options."

73. CAPSLO and the County were intertwined in administering the site. CAPSLO would hand out notices, contracts, and other documents to Plaintiffs bearing the County's letterhead and logo. The result was that the Oklahoma Avenue Parking Village is completely a County program, but that has certain parts of it implemented by a subcontractor pursuant to the contract.

most egregiously, the waiver of liability. Under *Tunkle*, all of the elements of adhesion are manifest in the “Agreement” and render it unenforceable.

1 74. In concluding the contract with the County, CAPSLO agreed to hire 1.5 full time
 2 employees "FTE" for peer advocate support, 1.25 FTE case managers, .25 operations, and .1 FTE
 3 supervisors. (Page 34 Contract). It also agreed to provide quarterly reports about progress at the site
 4 connecting people to housing services. Yet, as set forth in the June, 2023 report of the County Civil
 5 Grand Jury, neither CAPSLO nor the County ever provided quarterly reports to anyone, including
 6 the Grand Jury, itself. In addition, CAPSLO never hired a peer advocate, case managers came to the
 7 site inconsistently and the high turnover was such that case managers would only work for a few
 8 months at the site, then move on leaving their clients in a lurch.³
 9

10 75. The result was that CAPSLO consistently failed to assist site residents in any
 11 meaningful and substantial way. In February of 2023, adding insult to injury and making the
 12 residents pay the price for its own failure, the County announced its intention to close the Oklahoma
 13 Safe Parking Site.

14 **The “Relocation Assistance Program”: Contracts of Adhesion, Fraud, and
 15 Unconscionability**

16 76. In October, 2023, at a general meeting of the residents, County Project Manager
 17 Defendant JEFFREY AL-MASHAT, while still insisting that all residents would be provided with
 18 “supportive housing” announced, nevertheless, that the site would be closed and the County would
 19 require “Relocation Assistance Agreements” to be signed.

21 77. Under these agreements, the County would provide a gift card with a value of “up to
 22 \$1,000” to residents who agree to move off the parking site by a set date. The County described the
 23 program as follows: “Developing each individual’s Relocation Assistance Plan is intended to be a
 24 collaborative effort between the county, Community Action Partnership of San Luis Obispo County
 25 and each resident, to make a plan that fits the individual’s relocation needs, according to the

27 28 ³ Prior to filing this lawsuit, Counsel for Plaintiffs repeatedly requested, and all residents signed authorizations to
 release to the Union attorney any and all records pertaining to housing assistance or other services provided by either
 the County or CAPSLO. County counsel failed, and has failed, to provide a single such document.

1 contract.” In “exchange” for agreeing to leave the site, the “Relocation Assistance Plan” form
2 contained check boxes for “assistance” including the gift cards—which they could not receive until
3 the day they were required to leave the site - assistance in repairing vehicles, towing of inoperable
4 vehicles off the site, a bus or train ticket out of town, a voucher for temporary camping at a County
5 Park, and assistance with trash removal. There was also a check-box that read “Relocation to other
6 supportive housing at [left blank].”
7

8 78. However, demonstrating the failure of Defendants to locate and provide assistance to
9 residents to actually obtain housing, on none of the Agreements thus far provided to Plaintiffs’
10 counsel is this box checked at all or, if it is, the “supportive housing” written in was either the
11 CAPSLO-managed 40 Prado mass congregant homeless shelter, “Hope’s Village,” which has no
12 housing to offer and continues to be nothing more than a fundraising campaign or, in some cases,
13 Pismo Terrace, an apartment complex that is still under construction and for which no occupancy
14 date has been announced.
15

16 79. In fact the “Relocation Assistance Agreement” is nothing more than yet another one-
17 sided, unconscionable contract of adhesion to mask what Defendants are actually doing, i.e., forcing
18 the residents out with a few pieces of silver and without any safe, durable or permanent place to go.
19 Even if the somehow people are able to get their trailers off the site and into the street, the vehicles
20 will be towed pursuant to the County because it is illegal to use RV’s and similar vehicles as human
21 habitations under San Luis Obispo County Code § 15.710.050.
22

23 80. In addition, whether or not they are being used as homes, trailers cannot be parked
24 on a given street for more than 72 hours. For those whose vehicles are not self-powered, this means
25 repeatedly hiring a tow company, something that plaintiffs cannot afford. Unable to comply with
26 the RV use and parking restrictions, plaintiffs face the permanent loss of the only thing they own
27 that affords protection from the dangers of being homeless on the streets of San Luis Obispo
28 County.
29

FIRST CAUSE OF ACTION

Cruel and Unusual Punishment; Excessive Fines (Eighth Amendment to the U.S. Constitution; 42 U.S.C. §1983; Art. 7) 173.

81. Plaintiffs incorporate each and every allegation of the preceding paragraphs as if fully set forth herein. The acts and omissions of Defendants, as described herein, violate the constitutional rights of Plaintiffs to be free from actual or threatened cruel and unusual punishment and excessive fines.

82. The Eighth Amendment prohibition against cruel and unusual punishment “imposes substantive limits on what can be made criminal and punished as such.” *Ingraham v. Wright*, 430 U.S. 651, 667-68 (1977). The Supreme Court has interpreted the scope of those limitations to find that laws criminalizing an individual’s status, rather than specific conduct, are unconstitutional.

83. The Ninth Circuit has extended the protections of Eighth Amendment prohibitions on criminalization of status to people who are involuntarily homeless. In *Martin v. Boise*, 902 F.3d 1031 (9th Cir. 2018), the Court held that criminalizing unavoidable the unavoidable conduct by persons who are involuntarily homeless to be unconstitutional. “[T]he principle ... that the Eighth Amendment prohibits the state from punishing an involuntary act or condition if it is the unavoidable consequence of one's status or being.” *Id.* In *Johnson v City of Grants Pass*, 72 F.4th 868 (9th Cir. 2022), the Court affirmed *Martin* stating that cities “cannot enforce its anti-camping ordinances to the extent they prohibit the rudimentary precaution a homeless person might take against the elements.”

84. Defendant COUNTY OF SAN LUIS OBISPO enacted a law that universally criminalizes a rudimentary precaution that Plaintiffs rely on for their survival – to be able to safely park and remain in their RV’s and trailers. SLO Code 19.02.030 (2) states “It shall be unlawful to... use a travel trailer or recreational vehicle for residential purposes, except in an approved campground or recreational vehicle park.”

1 85. Violation of SLO Code 19.02.030 (2) is punishable under SLO Code 1.04.010 (A)
 2 "No person shall violate any provisions or fail to comply with any of the mandatory requirements of
 3 this code. Any person violating any of the provisions or failing to comply with any of the
 4 mandatory requirements of this code is deemed guilty of a misdemeanor, unless by ordinance it is
 5 made an infraction."

6 86. Defendant SLO County has thus violated the 8th Amendment by enacting a criminal
 7 sanction for using an RV as a place for human habitation while at the same time deciding to close
 8 the Safe Parking Site without first having effectively assisted Plaintiffs to locate and obtain safe,
 9 indoor, accessible and durable alternative housing or locations where they can afford to safely park
 10 their RVs rather than have them ticketed, towed and for all practical purposes lost. Coupled with the
 11 undisputed lack of available, accessible shelter space, Plaintiffs' "choice" is either to refuse to leave
 12 the site and be deemed trespassers subject to arrest or be exiled into the streets and back roads of the
 13 County to face the dangers inherent in becoming an unsheltered homeless person, dangers which the
 14 County itself admitted when, on July 20, 2023, it approved "The San Luis Obispo Five Year Plan to
 15 Address Homelessness":

18 The toll of homelessness on the individual experiencing homelessness is well established.
 19 The average life expectancy for someone experiencing homelessness is approximately 25
 20 years shorter than those with stable housing. Homelessness exacerbates existing health
 21 problems and causes new ones, both with chronic conditions (such as diabetes) and acute
 22 problems (such as infections and injuries). Accumulated trauma from insecure and at times
 23 dangerous situations can contribute to an unhoused individual's behavioral health
 24 challenges. It is difficult to manage one's health and heal when there is no place to rest and
 25 recuperate.

26 *--The San Luis Obispo Five Year Plan to Address Homelessness, July 20, 2023*

27 **SECOND CAUSE OF ACTION**

28 **Right to Substantive Due Process: State-Created Danger (Fourteenth Amendments to the U.S.
 29 Constitution; 42 U.S.C. § 1983)**

87. Plaintiffs incorporate each and every allegation of the preceding paragraphs as if fully set forth herein.

88. In outlawing the use of RV's for human habitation, restricting the presence of RV's on County streets and closing the Oklahoma Safe Parking Site without having provided safe, accessible alternative housing to the residents thereof, Defendant County of San Luis Obispo and its agent CAPSLO have shown deliberate indifference to and affirmatively increased the known risks of harm by way of Plaintiffs becoming unsheltered homeless persons in violation of their right to bodily integrity and substantive due process under the 14th Amendment to the U.S. Constitution.

THIRD CAUSE OF ACTION

Right to Substantive Due Process: State-Created Danger (Article I, Section 7 of the California Constitution); (Article I Section 1 of the California Constitution: Inalienable Right to Safety)

89. Plaintiffs incorporate each and every allegation of the preceding paragraphs as if fully set forth herein.

90. In outlawing the use of RV's for human habitation, restricting the presence of RV's on County streets and closing the Oklahoma Safe Parking Site without having provided safe, accessible alternative housing to the residents thereof, Defendant County of San Luis Obispo and its agent CAPSLO have shown deliberate indifference to and affirmatively increased the known risks of harm by way of Plaintiffs becoming unsheltered homeless persons in violation of their right to bodily integrity and substantive due process under Article I Section 7 of the California Constitution as well as their inalienable right to safety under Article I, Section I of the California Constitution.

FOURTH CAUSE OF ACTION

Unlawful Seizure of Property (Fourth and Fourteenth Amendments to the U.S. Constitution; 42 U.S.C. § 1983)

91. Plaintiffs incorporate each and every allegation of the preceding paragraphs as if fully set forth herein.

92. By the warrantless and unreasonable seizure, towing and impounding of Plaintiffs' vehicles from the Safe Parking Site and from areas where RV's are serving as human habitations and thus violating County regulations, thereby preventing Plaintiffs' access to and use of their vehicles and risking permanent deprivation of same, Defendants violate the 4th and 14th Amendments of the United States Constitution.

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FIFTH CAUSE OF ACTION

Right to Due Process of Law (Article I, Section 7 of the California Constitution)

9 93. Plaintiffs incorporate each and every allegation of the preceding paragraphs as if
10 fully set herein. forth herein.

11 94. By the warrantless and unreasonable seizure, towing and impounding of Plaintiffs'
12 vehicles from the Safe Parking Site and from areas where RV's are serving as human habitations
13 and thus violating County regulations, thereby preventing Plaintiffs' access to and use of their
14 vehicles and risking permanent deprivation of same, Defendants violate Article I, Section 7 of
15 California Constitution.

SIXTH CAUSE OF ACTION

Violation of Americans with Disabilities Act (42 U.S.C. Section 12132)

19 95. Plaintiffs incorporate each and every allegation of the preceding paragraphs as if
20 fully set forth herein.

21 96. By closing the Oklahoma Safe Parking Site without first providing alternative
22 housing and/or substantive housing assistance and placing Plaintiffs with disabilities at risk of
23 becoming homeless, where their disabilities will become aggravated and they will face even greater
24 survival challenges than non-disabled unsheltered homeless, Defendants violate the Americans
25 With Disabilities Act.

SEVENTH CAUSE OF ACTION

Violation of Procedural Due Process, Equal Protection of the Laws (14th Amendment to the Constitution of the United States)

97. Plaintiffs incorporate each and every allegation of the preceding paragraphs as if fully set forth herein.

98. The 14th Amendment protects against the deprivation of life, liberty or property without due process of law and the denial of the equal protection of the laws. Defendants failed to provide due process expressly set forth in the Contracts between the County and CAPSLO to Plaintiffs accused of misconduct, failure to cooperate or lack of “diligence” in the pursuit of so-called “pathways to housing” and who were either removed or are currently facing removal from the Oklahoma Safe Parking Site.

EIGHTH CAUSE OF ACTION

First Amendment to the United States Constitution: Free Speech, Free Association

99. Plaintiffs incorporate each and every allegation of the preceding paragraphs as if fully set forth herein.

100. The First Amendment to the United States protects the right to free speech and free association. Defendants egregiously interfered with these rights belonging to Plaintiff residents of the Oklahoma Safe Parking Site to form, belong to the San Luis Obispo Homeless Union and thereby provide a collective voice by wrongfully ejecting Union leaders, threatening residents with removal from the site if they attended Union meetings or met with the Union legal counsel, conducting surveillance of Union meetings and telling residents that the Union “wasn’t doing anything for them.” In this way, Defendants violated the associational and representational rights of the Union, itself, as an affiliated local of the California Homeless Union/Statewide Organizing Council.

JURY DEMANDED

PRAAYER FOR RELIEF

101. An actual controversy exists between Plaintiffs and Defendants as to each and every Cause of Action alleged herein. Plaintiffs claim that these Defendants' acts and policies, practices and/or customs are contrary to law and seek a declaration of their rights with regard to this controversy.

102. As a direct and proximate consequence of The Defendants' acts and those of their agents and employees, Plaintiffs have suffered loss and damages including injuries to their persons and loss of their essential personal property needed for their well-being and dignity.

103. Plaintiffs will continue to suffer ongoing and continuous injuries unless Defendants are restrained by this Court. Defendants' policies, practices, customs and actions will result in irreparable injury to Plaintiffs. Plaintiffs have no other plain, adequate or complete remedy at law to address the wrongs described herein.

WHEREFORE, Plaintiffs respectfully request relief as follows:

1. For a preliminary injunction and a permanent injunction enjoining and restraining

Defendants from exiting any current residents of the Oklahoma Avenue Safe Parking Village or closing the Site until the following steps have been taken:

- a. The Parties shall meet and confer on the establishment of an effective process of locating, determining the availability and evaluating the suitability of and providing safe, accessible, affordable and long-term indoor housing or, where appropriate, accessible, safe, affordable and long-term parking for residents who wish to remain housed in their RV or trailer:

b. The process shall entail formal meetings involving each resident, a representative of the County, a representative of the San Luis Obispo Homeless Union, resourced housing providers, and, where appropriate, homeless service providers

1 and others as necessary to accomplish the objective of securing alternative
2 housing or safe parking for each resident;

3 c. Any former resident who was removed for alleged misconduct or failure to
4 cooperate in pursuing genuine housing opportunities and was denied the
5 opportunity to file an appeal shall be entitled to a hearing before a neutral fact-
6 finder designated by the Court or by agreement of the Parties. If the fact-finder
7 determines that the former resident was wrongfully removed, he/she/they will be
8 entitled to participate in the process described in Section (b);
9

10 d. The County and CAPSLO shall produce to the Court, the County Civil Grand
11 Jury the records and documents that the Grand Jury requested but were not
12 provided during its investigation of the Oklahoma Safe Parking Site;

13 2. For a declaratory judgment that Defendant County of San Luis Obispo's policies,
14 practices and conduct as alleged herein violate Plaintiffs' rights under the United States
15 Constitution, the California Constitution and the Americans With Disabilities Act
16 declaring that:

17 a. The County's ordinances prohibiting the presence of RV's serving as human
18 habitation are unconstitutional;
19 b. The County's ordinances requiring the relocation every 72 hours of RV's parked
20 on County roads and streets are unconstitutional;
21 c. The County's failure to provide reasonable disability accommodations to Safe
22 Parking Site residents with qualifying disabilities violates the Americans With
23 Disabilities Act;
24

25 3. That the Court oversee, either directly, or by way of a designated magistrate judge or
26 special master, the creation and implementation of the process for providing alternative
27 housing as set forth in Paragraph 1. of the Prayer for Relief;
28

- 1 4. Damages according to proof for the loss of personal property, including but not limited
- 2 to RV's and other vehicles used as or to support human habitation resulting from
- 3 Defendants' unlawful conduct and deliberate indifference according to proof;
- 4 5. For punitive damages pursuant to 42 U.S.C. § 1983 and any other applicable laws or
- 5 statutes, in an amount sufficient to deter and make an example of the Defendants;
- 6 6. For prejudgment interest according to proof;
- 7 7. For reasonable attorneys' fees and costs of suit pursuant to 42 U.S.C. §§ 1983, 1988, and
- 8 any other applicable provisions; and
- 9 8. For such further relief which the Court deems just and proper.

11 Dated: January 22, 2024

12 Respectfully submitted,

13 */s/ Anthony D. Prince*

14 Anthony D. Prince (SBN 202892)
15 General Counsel,
16 California Homeless Union/
17 Statewide Organizing Council
18 Law Offices of Anthony D. Prince
19 princelawoffices@yahoo.com
20 2425 Prince Street, Ste. 100
21 Berkeley, CA 94705
22 P: 510-301-1472

19 **VERIFICATION**

20 I, Michael Maez, President of the San Luis Obispo County Homeless Union, verify that the
21 foregoing complaint and the allegations therein are true and correct to the best of my knowledge,
22 information and belief.

23 I declare under penalty of perjury under the laws of the United States that the foregoing is true and
24 correct.

25 Dated: January 22, 2024

/s/ Michael Maez

26 Executed at San Luis Obispo County

27 Michael Maez